

Appeal from decisions of the Eastern States Office, Bureau of Land Management, rejecting noncompetitive over-the-counter oil and gas lease offers ES 30102 and ES 30449.

Reversed and remanded.

1. Oil and Gas Leases: Applications: Generally -- Oil and Gas Leases:
Applications: Filing

Where an oil and gas lease offeror signs an offer form in ink, photocopies four exact reproductions of the front page of the offer form, including the signature, with the intent that the photocopied signature be his signature, and submits the five documents as the offer, that offer fulfills the signature requirement of 43 CFR 3111.1-1(a), and it is improper to reject that offer because the four photocopies were not signed in ink by the offeror.

APPEARANCES: James L. Camblos III, pro se.

OPINION BY ADMINISTRATIVE JUDGE GRANT

James L. Camblos III appeals from decisions of the Eastern States Office, Bureau of Land Management (BLM), dated December 9 and 10, 1982, rejecting his oil and gas lease offers ES 30102 and ES 30449, because all five of appellant's lease offer forms were not manually signed in ink. The BLM rejections were based upon the provisions of 43 CFR 3102.2-1 (1981), 1/ which provided that all statements required by the regulations "shall be holographically (manually) signed in ink. Rubber stamped or mechanically affixed signatures are not acceptable."

The applicable regulation governing regular over-the-counter noncompetitive offers to lease oil and gas, 43 CFR 3111.1-1(a), provides as follows:

1/ This regulatory provision was eliminated by the revision of Feb. 26, 1982. 47 FR 8544 (Feb. 26, 1982).

(a) Application -- (1) Forms. Except as provided in Subpart 3112, to obtain a noncompetitive lease an offer to accept such lease must be made on a form approved by the Director, "Offer to lease and lease for oil and gas," or on unofficial copies of that form in current use: Provided, That the copies are exact reproductions of one page of both sides of the official approved one page form and are without additions, omissions or other changes or advertising. The official form or a valid reproduction of the official form will also constitute the lease when signed by the Authorizing officer of the Proper Office. Each offer must be filled in by typewriter or printed plainly in ink and signed in ink by the offeror or the offeror's duly authorized attorney-in-fact or agent. Five copies of the official form, or valid reproduction thereof, for each offer to lease shall be filed in the proper office (see § 3000.5 of this chapter). For the purpose of this Part an offer will be considered filed when it is received in the proper office during business hours.

On appeal, appellant states that he thought he was following the instructions printed on the lease offer form.

The issue raised on appeal is whether the photocopied signatures of the original signatures of appellant and his wife as offerors are valid signatures within the meaning of 43 CFR 3111.1-1(a).

[1] The case file indicates that the original of both offers were signed in ink by appellant and his wife as offerors. In Richard F. Carroll, 71 IBLA 307 (1983), and Fayette Oil and Gas Corp., 71 IBLA 79 (1983), the Board considered the issue of whether the photocopies of that original signature satisfy the regulation. In both cases the Board held that where an oil and gas lease offeror signs an offer form in ink and submits that form plus four exact reproduction photocopies of that form intending that the photocopied signature be the official signature of the offeror, the offeror has complied with the signature requirement of 43 CFR 3111.1-1(a). BLM does not argue that the photocopied signatures are not reproductions of the original signatures. Also, there is no evidence in this case to indicate that appellant and his wife did not intend that the photocopied reproductions of their signature constituted their signatures. Cf. Duncan Miller, 10 IBLA 208 (1973). Based on the rationale in the Fayette and Carroll decisions, we hold that appellant's signature and that of his wife are in compliance with 43 CFR 3111.1-1(a) and that BLM erred in holding that the photocopies must be signed in ink by the offerors.

We remand this case to BLM for the signing officer to approve the offers provided all other requirements are met.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decisions appealed from are reversed and the case is remanded to BLM for further action consistent with this opinion.

C. Randall Grant, Jr.
Administrative Judge

We concur:

Will A. Irwin
Administrative Judge

James L. Burski
Administrative Judge

